

ASYAD PORTS AND FREE ZONES LLC

GENERAL TERMS OF BUSINESS

These General Terms of Business ("**General Terms**") shall apply to all Services provided and all use of the Port on or after the issue date: 01 April 2026 ("**Issue Date**").

These General Terms supersede any previous versions of the Company's general terms of business from the Issue Date. These General Terms govern all services rendered by the Company and its terminal-operating subsidiaries except ASYAD Container Terminal LLC (unless expressly stated otherwise in writing by the Company). These General Terms are to be read in conjunction with the specific Port Rules and Regulations applicable to each location and the Applicable Laws. For the avoidance of doubt, these General Terms apply to all Ports operated by the Company that are designated as "Port" in these General Terms, and any additional port or facility may be brought within their scope by written notice or publication by the Company.

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flat-rack, and open-top containers, as well as any non-standard or out-of-gauge units.

1.1.9. "**Credit Facility**": has the meaning given to it in Clause 12.2.1.

1.1.10. "**Custody**": The period during which the Company holds operational responsibility for Cargo. Custody begins when the Cargo is lifted from the Customer's Vessel or Vehicle by the Company and ends when the Cargo is loaded onto the Customer's designated Vessel or Vehicle

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions: In these General Terms, the following expressions shall have the meanings specified below:

1.1.1. "**Affiliate**": In relation to a person or entity, any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that person or entity, where "**Control**" means the ownership, directly or indirectly, of more than fifty percent (50%) of the voting rights or issued share capital, or the ability to direct or cause the direction of management or policies, whether by ownership, contract or otherwise.

1.1.2. "**Agent**": Any ship agent, freight forwarder, or person appointed by the Customer and registered with the Company to act on the Customer's behalf.

1.1.3. "**Applicable Laws**": any Royal Decree, ministerial decision, statute, statutory instrument, law, proclamation, order, regulation, resolution, notice, by-law, directive, treaty or other instrument or requirement having the force of law within the Sultanate of Oman issued, declared, passed or given effect to in any manner by the Government or competent Government authority, as the case may be.

1.1.4. "**Cargo**": Any goods, wares, merchandise, and articles of every kind whatsoever, including liquids, bulk, unitized cargo, vehicles, containers (empty or full), non-containerized cargo, break-bulk, and project cargo, including livestock.

1.1.5. "**Company**": the relevant port operating company affiliated with Asyad Ports and Free Zones LLC which provides the Services at the applicable Port (excluding Asyad Container Terminal LLC).

1.1.6. "**Competent Authority**": Any governmental, quasi-governmental, regulatory, judicial, administrative, port, customs, environmental, maritime, security or other authority, body or agency having jurisdiction over the Port, the Services, the Vessel, Vehicle, Cargo, Customer or Contractor, including any ministry, municipality, regulator, port authority or statutory body of the Sultanate of Oman, as applicable, and any successor thereof.

1.1.7. "**Confidential Information**": Any non-public information, including but not limited to the terms of any specific agreement, business plans, financial data, technical information, and trade secrets disclosed between the Company and the Customer.

1.1.8. "**Container**": Any standard ISO container (e.g., 20', 40', 45'), including dry, reefer, tank,

1.1.11. "**Customer**": Any person or entity requesting, using, receiving or benefiting from the Services or access to a Port, whether or not it has entered into a separate written contract with the Company, including but not limited to:

- i. the owner, charterer, operator, or master of any Vessel or Vehicle (including any shipping line);
- ii. the owner, consignor, consignee, or any other person with an interest in the Cargo;
- iii. any Agent, freight forwarder, or logistics provider;
- iv. any person entering a Port or using Port facilities under the authority, instruction or agency of any of the foregoing; and
- v. any Registered Service Provider or Contractor operating within a Port

1.1.12. "**Dangerous Cargo**": Any Cargo classified as hazardous by the International Maritime Dangerous Goods (IMDG) Code, or which is otherwise liable to cause danger, injury, pollution, or damage.

1.1.13. "**Due Date**": means the date by which payment of any invoice issued by the Company must be made by the Customer, being:

- (a) the date of issue of the invoice in the case of Customers required to pay immediately; or
- (b) the date specified in the invoice or credit arrangement, which shall be no later than thirty (30) calendar days from the invoice date unless otherwise agreed in writing by the Company.

1.1.14. "**Effective Date**": The date on which a written agreement, arrangement or instrument relating to the provision of Services or the lease of the Leased Property becomes effective, as specified therein or, if no such date is specified, the date of execution

1.1.15. "**Force Majeure Event**": Any event or circumstance (or a combination of events or circumstances) which is unavoidable, unforeseen, and beyond the reasonable control of the party affected (the "**Affected Party**"), resulting in or causing the failure (whether in whole or in part) of that party to perform any of its obligations under these General Terms, including:

- i. war, revolution, riots, insurrection or other civil commotions, acts of terrorism or sabotage;
- ii. nuclear explosion, radioactive, biological or chemical contamination, ionizing radiation or the identification of such contamination or radiation;
- iii. general strikes, work stoppages, go-slow actions or lockouts, other than any such action by the Contractors, employees or

- other agents of the Affected Party seeking to rely on a Force Majeure Event;
- iv. any effect of nature including lightning, fire, earthquakes, sandstorms, floods, storms, hurricanes, tsunamis, cyclones, or tornadoes;
 - v. explosions other than nuclear explosions;
 - vi. a pandemic, an epidemic or the plague;
 - vii. air pressure waves caused by aircraft or other aerial devices travelling at subsonic or supersonic speeds;
 - viii. inability to import goods, plant, equipment or materials that are strictly necessary and essential for the management and operation of the Port, due to a general blockade, embargo or sanctions imposed by or upon the Sultanate of Oman as a result of any action or inaction by the Government;
 - ix. inability to obtain necessary plant, equipment or material due to a general blockade, embargo or sanction.
- For the avoidance of doubt, a Force Majeure Event shall not include any of the following:
- i. an event that merely results in, or causes, the performance of the obligations to become more difficult or costly to complete;
 - ii. lack of funds for any reason or inability to use available funds for any reason;
 - iii. general economic conditions, interest or inflation rates, commodity prices or changes in prices, or currency fluctuations or exchange rates;
 - iv. any implementation, modification, amendment or repeal of any Applicable Laws and regulations;
 - v. expropriation, confiscation or nationalization by the Government of all or any part of the Port or the withdrawal, suspension, or revocation of any license(s) or authorisation(s) granted to the Company in connection with the operation and management of the Port;
 - vi. closure of the Port or any part thereof by a competent authority other than as a result of a Force Majeure Event or as a consequence of the improper or unlawful conduct of the Company.
- 1.1.16. **"HSSE"**: means Health, Safety, Security and Environment, referring to the practices, procedures, and regulations intended to prevent accidents, injury, and environmental damage.
- 1.1.17. **"Inland Container Depot (ICD)"**: is an inland logistics hub that operates like a seaport. Approved by the appropriate authorities, it is a secure facility where shipping containers are received, stored, and handled, allowing international goods to undergo full customs clearance and regulatory checks away from the coast. It is also referred to as a dry port such as Khazaen Dry Port.
- 1.1.18. **"International Best Practice"**: means the exercise of the degree of professional skill, care, diligence, prudence and foresight reasonably and ordinarily expected from a skilled and qualified international port and terminal operator, cargo handler, bunker supplier, Ship-to-Ship (STS) service provider or other comparable port services provider performing services of a similar nature under similar circumstances, including a qualified international cargo handling company responsible for carrying out responsibilities and discharging operations of a type similar to the Second Party's Tasks and Obligations. Each Contractor, cargo handling company and service provider, or other person or entity performing Services at or in connection with the Port shall comply with the International Best Practice applicable to the specific type of operations it conducts and shall follow the applicable standard operating procedures issued by ASYAD Ports and Freezones LLC, as amended from time to time, in relation to the supply of goods and services and all operational activities at ports managed by ASYAD Ports and Freezones LLC. International Best Practice includes compliance with all applicable international conventions, laws, regulations, and industry standards and guidelines and, where relevant to the services performed (including without limitation STS transfers, bunkering and related marine operations), the applicable guidelines and recommendations issued by the International Maritime Organization (IMO) and the Oil Companies International Marine Forum (OCIMF), as amended from time to time. It further requires adherence to the practices, methods, equipment, specifications, insurance coverage, and standards of management, safety, security, environmental protection and operational performance commonly used by professional organizations carrying out comparable operations at similar ports worldwide. International Best Practice requires adherence to generally accepted industry practices, methods, equipment and standards of management, safety, security and environmental performance commonly applied at comparable ports worldwide, but does not require adoption of the single most advanced or optimal practice available.
- 1.1.19. **"Liabilities"**: All costs, expenses, claims, demands, losses, damages, fines, penalties, and judgments of any nature.
- 1.1.20. **"Lease"**: The lease of the Leased Property by the Company to the Lessee in accordance with the applicable lease agreement or letter of offer.
- 1.1.21. **"Leased Property"**: The premises leased under the Lease, as described in the applicable lease agreement or letter of offer.
- 1.1.22. **"Lessee"**: The person to whom the Leased Property is leased under the Lease.
- 1.1.23. **"MARPOL"**: stands for the International Convention for the Prevention of Pollution from Ships established by the IMO.
- 1.1.24. **"MTCIT"**: The Ministry of Transport, Communications and Information Technology of Oman.
- 1.1.25. **"OCIMF Guidelines"**: refer to the standards, best practices, and recommendations issued by the Oil Companies International Marine Forum (OCIMF).
- 1.1.26. **"Outstanding Payment"**: means any amount due and payable by the Customer to the Company which has not been paid by the Due Date.
- 1.1.27. **"Port"**: Any port or terminal operated by the Company, including but not limited to Port Sultan Qaboos, Port of Suwaiq, and Asyad Terminal Duqm.
- 1.1.28. **"Port Rules and Regulations"**: The official rules, regulations, and directives applicable to a specific Port, as issued and amended by the Company or the Competent Authority from time to time. These rules are considered an integral part of these General Terms and are published on the Company's official website or otherwise made available to Customers. The Customer is responsible for being aware of and is obligated to comply with the current version of the Port Rules and Regulations.
- 1.1.29. **"Registered Service Provider" / "Contractor"**: Any third-party company or entity that has completed the Company's formal registration and approval process and has been granted a valid, revocable permit or license by the Company to provide specific services to Customers within the Port's jurisdiction, including at anchorage.
- 1.1.30. **"Rent"**: The total annual rental amount payable by the Lessee under the Lease.
- 1.1.31. **"Services"**: All services provided by the Company, including but not limited to marine services, stevedoring, handling, loading, discharging, storage, and transfer of Cargo and Containers, leasing, as well as ancillary services. Additionally, it may also refer to the goods and services supplied by the Contractor to a Service Receiver within the Port.
- 1.1.32. **"Service Receiver"**: Any entity, including a Vessel or Agent, that receives Services from the Registered Service Provider, Contractor or Company.
- 1.1.33. **"SOLAS"**: The International Convention for the Safety of Life at Sea and its amendments as updated by the IMO to address new safety challenges and technological advancements.
- 1.1.34. **"Tariff"**: The Company's official schedule of charges for the Services and its amendments, as published and updated on its official website or provided upon request.
- 1.1.35. **"Vehicle"**: Any road vehicle, including trucks, trailers, and other conveyances used for the transport of Cargo or personnel.
- 1.1.36. **"Vessel"**: Any watercraft or other artificial contrivance used, or capable of being used, as a means of transportation on water.
- 1.2 Interpretation:**
- 1.2.1. Headings are for convenience only and do not affect interpretation.
- 1.2.2. The singular includes the plural and vice versa.
- 1.2.3. Reference to any law or regulation includes its amendments.
- 1.2.4. The term "including" shall be construed as "including without limitation".

2. APPLICATION OF TERMS

2.1 Scope: These General Terms apply to all Services provided by the Company across all its Ports. They govern the relationship between the Company and each Customer.

2.2 Acceptance: The request for, use of or acceptance of any Services, the submission of any documentation or instruction (including via any portal, MSW/BAYAN or other system), or the entry of any Vessel, Vehicle, Cargo, or person into a Port under the Customer's agency or instruction, shall constitute conclusive evidence of the Customer's unconditional acceptance of these General Terms and the Tariff. The Customer warrants that it has the authority to bind the owner of the Vessel, Vehicle, and Cargo to these General Terms.

2.3 Precedence:

2.3.1. In the event of any conflict between these General Terms and any specific written agreement between the Customer and the Company (including but not limited to a Port Services Agreement), the terms of that specific written agreement shall prevail.

2.3.2. In the event of any conflict between these General Terms and the Port Rules and Regulations, the Port Rules and Regulations shall prevail.

2.4 Agency; liability of principals and intermediaries: Any Agent, freight forwarder, clearing agent, logistics provider or other intermediary who requests Services, submits documentation, issues instructions, or otherwise transacts with the Company in connection with a Port or Services shall be deemed to act as agent for the Customer and the relevant principal(s) (including any Vessel interests and/or Cargo interests). Each such intermediary and each such principal shall be jointly and severally liable to the Company for all obligations and sums due under these General Terms and the Tariff, and the Company may enforce these General Terms against any of them.

3. SERVICES

3.1 Provision of Services: The Company will provide Services in accordance with these General Terms, Applicable Laws. The Company reserves absolute discretion over the means and procedures used to provide the Services.

3.2 Operating Hours: Ports generally operate 24 hours a day, 365 days a year. However, the Company reserves the right to suspend operations, in whole or in part, for safety, security, operational, or other reasons as it deems necessary. In addition, the Company has the right to apply different operating hours at different Ports.

3.3 Discretion: The Company may deviate from a Customer's instructions if it deems such deviation necessary for the safety of personnel, property, the environment, or in the best interests of the Customer or the Port. Any reasonable expenses incurred shall be for the Customer's account.

4. CUSTOMER OBLIGATIONS AND WARRANTIES

4.1 General Obligations: The Customer shall comply with all Applicable Laws, the Port Rules and

Regulations, and the Company's directives at all times.

4.2 Provision of Information: The Customer shall provide the Company with timely, complete, and accurate information in respect of all Cargo, Vessels, and Vehicles, including all necessary declarations required by customs, HSSE, and other Competent Authorities. The Customer is fully responsible for ensuring proper Cargo clearance, comply with all customs requirements, and submit accurate and complete data through the Customer Portal, BAYAN, Maritime Single Window (MSW) and any other One-Stop Shop or electronic systems, as required by relevant regulations and Applicable Laws.

4.3 Security and Access: The Customer and its personnel shall comply with all security procedures, access controls, and safety regulations in effect at the Port.

4.4 Appointment of Agent:

4.4.1. The Customer shall appoint an Agent for the purposes of these General Terms.

4.4.2. The Company shall not be required to deliver/ receive or otherwise deal with any Cargo or Container except upon receipt of a valid delivery order, pre-note or other written instruction issued by the Agent.

4.4.3. The Company is entitled to act upon any instruction, delivery order, or pre note that appears to be properly issued by the Agent and shall not be liable for the consequences of doing so. The Agent shall be deemed to be fully authorized to act on the Customer's behalf in all matters, including the making and receipt of payments. The Company may rely on any instruction from the Agent without prior reference to the Customer, and shall bear no responsibility or liability for any financial transaction, settlement, or arrangement between the Agent and its consignee or any third party.

4.5 Vessel and Vehicle Warranties: The Customer warrants that any Vessel or Vehicle entering the Port is in full compliance with standard entry requirements; provided, however, that the Customer specifically warrants that any Vessel shall strictly adhere to all the requirements set forth in the Port Rules and Regulations. Without limitation, the Customer warrants that:

- 4.5.1. it is in a seaworthy or roadworthy condition, as applicable, and fit for its intended purpose;
- 4.5.2. it is properly crewed with qualified and experienced personnel sufficient to manage the Vessel/Vehicle and respond to emergencies;
- 4.5.3. It maintains its engines in a state of readiness for immediate movement unless prior written permission for immobilization is granted;
- 4.5.4. it provides safe and adequately lit access and egress for all personnel; and
- 4.5.5. it is free of stowaways, with the Customer bearing full responsibility for any consequences arising from their presence.

4.6 The Customer warrants that all Cargo is:

- 4.6.1. properly and sufficiently packed, stowed, labeled, and marked for all anticipated handling and transport;
- 4.6.2. accurately described in all documentation, with correct weights and measurements declared. The Company reserves the right to verify the weight of any Cargo or Container at the Customer's cost and expense.
- 4.6.3. not of a nature to cause danger, injury, contamination, or damage to any person, property, or the environment, unless declared as Dangerous Cargo under Clause 6.4.
- 4.6.4. fit for its intended purpose and able to withstand the ordinary risks of handling and storage at the Port; and
- 4.6.5. is accompanied by all valid, complete and lawful documentation required under Applicable Laws.

4.7 Indemnity for Breach: The Customer shall fully indemnify and hold harmless the Company against any and all Liabilities arising from a breach of the obligations and warranties set out in this Clause 4.

5. CONDITIONS OF ENTRY: RISK, RESPONSIBILITY, AND INSURANCE

5.1 Assumption of Risk: The Customer acknowledges and agrees that any entry into, navigation within, or use of the Port by any Vessel or Vehicle, including all associated activities of ingress and egress, is undertaken at the Customer's sole risk, cost, and responsibility. The Customer hereby waives any and all claims against the Company for loss or damage to its Vessel, Vehicle, or other property arising from such entry or use, save for instances of proven gross negligence or willful misconduct by the Company, and subject always to the limitations of liability set forth in Clause 13 of these General Terms.

5.2 Mandatory Insurance Obligation: As a condition precedent to being granted access to the Port, and for the entire duration of its presence therein, the Customer warrants, represents and undertakes that every Vessel and Vehicle is covered by valid and enforceable insurance policies, underwritten by reputable insurers. Such policies shall, at a minimum, include:

For Vessels:

- i. **Hull & Machinery (H&M)** insurance on an 'all-risks' basis for the full value of the Vessel.
- ii. **Protection & Indemnity (P&I)** insurance with a member of the International Group of P&I Clubs, or with another insurer of equivalent standing approved in writing by the Company, with a limit of liability sufficient to cover all statutory and contractual liabilities, including but not limited to collision, pollution, and wreck removal.

For Vehicles:

- i. **Comprehensive Automobile Liability** insurance covering third-party property damage and bodily injury to limits acceptable to the Company.

General Requirement for All Policies: Such insurance policies shall be primary and non-contributory. For the avoidance of doubt, the coverage must be structured to respond to any and all Liabilities, howsoever arising, in connection with the Vessel's or Vehicle's presence in the Port, irrespective of fault.

This obligation includes, without limitation, providing coverage for incidents alleged or proven to have been caused or contributed to by negligence, breach of duty, or omission, whether sole or concurrent, of the Company, its employees, agents, or subcontractors.

5.3 Waiver of Subrogation: The Customer shall ensure that all insurance policies required under this Clause 5 contain a provision whereby the insurers irrevocably waive all rights of subrogation, whether by contract or at law, against the Company, its Affiliates, directors, officers, and employees. The Customer shall indemnify and hold the Company harmless for any claim brought by the Customer's insurers against the Company in breach of this waiver.

5.4 Evidence of Insurance: The Customer shall, upon demand by the Company, promptly provide certified true copies of the Certificates of Insurance (COIs) or other documentary evidence to prove compliance with this Clause. The Company's review of or failure to request such evidence shall not constitute a waiver of the Customer's obligations hereunder nor an acceptance of the adequacy or sufficiency of such insurance.

5.5 Non-Compliance: Failure to procure, maintain or comply with the insurance requirements set out in this Clause shall constitute a material breach of these General Terms. The Company reserves the right, at its sole discretion and without incurring any liability to the Customer, to deny entry to, order the immediate removal of, or suspend all services to any Vessel or Vehicle that is not in compliance with these insurance requirements. All costs and consequences associated with such actions shall be for the Customer's account.

5.6 Right of Inspection and Refusal: The Company reserves the right to inspect any Vessel, Vehicle, or Cargo upon entry to the Port and may refuse entry or provision of Service to any Vessel, Vehicle or Cargo that, in its opinion, is unsafe, non-compliant, or poses a risk to the Port, its personnel, or the environment.

6. CARGO HANDLING

6.1 General: The Company will provide handling Services with reasonable skill and care, subject at all times to the availability of suitable equipment, facilities and personnel.

6.2 General Cargo: The Company will handle general cargo in accordance with its standard operating procedures. The Company is not obliged to accept Cargo unless all required documentation is complete, compliant and accurate.

6.3 Container Condition: The Customer warrants that all Containers tendered to the Company are in good, safe, and serviceable condition, and are suitable for handling and transport. The Company may refuse to handle any Container that it deems unsafe or non-compliant.

6.4 Dangerous Cargo:

- 6.4.1. The Company will not handle any Dangerous Cargo without its express prior written consent.
- 6.4.2. The Customer must provide a full and accurate declaration together with all necessary documentation (including Safety Data Sheets (SDS)) for any Dangerous Cargo in advance, complying with the IMDG Code and all Applicable Laws.
- 6.4.3. Dangerous Cargo must be clearly marked and labeled in accordance with the applicable regulations.

- 6.4.4. If any undeclared Cargo is deemed to be hazardous, the Company may destroy or render it harmless at the Customer's sole risk and expense, and the Customer shall indemnify the Company against all resulting Liabilities.
- 6.4.5. The Company reserves the right to inspect any Cargo and to refuse to handle any cargo that, in its opinion, is unsafe or does not comply with Applicable Laws. Any such Cargo may be rejected or returned at the sole risk and expense of the Customer.
- 6.4.6. Where any Container carrying Dangerous Cargo is found to be leaking, damaged or otherwise posing a risk, the Customer shall be held fully responsible and liable for all consequences and costs arising therefrom, including but not limited to costs of cleanup, emergency response, environmental remediation, and any associated fines or penalties.
- 6.4.7. The Customer shall indemnify and hold harmless the Company from and against all loss, damage, liability, cost or expense suffered by the Company, its property, or any third party arising out of or in connection with Dangerous Cargo or any breach of this Clause 6.4.

6.5 Reefer Containers:

- 6.5.1. The Customer must provide clear written instructions for temperature settings at least 48 hours before the generated reefer Container's arrival.
- 6.5.2. The Company will exercise reasonable care in monitoring temperatures but shall not be liable for malfunctions of the reefer unit or power supply interruptions, except to the extent caused by the Company's proven gross negligence or wilful misconduct.

6.6 Weight Declaration and Verification:

- 6.6.1. The Customer warrants that the gross mass, data and documentation relating to all Cargo and Containers have been accurately declared in accordance with all Applicable Laws, including the Verified Gross Mass (VGM) requirements of the SOLAS. The submission of a shipping instruction or declaration shall be deemed a guarantee by the Customer of its accuracy.
- 6.6.2. In the event that the weight or documentation and data of any Cargo or Container is understated, or if no valid VGM is provided, the Company reserves the right to:
 - i. refuse to handle or load the Cargo or Container;
 - ii. weigh the Cargo or Container at the Customer's sole risk and expense, with the resulting weight being final and binding; and/or
 - iii. apply a penalty or amendment charge as specified in the Tariff.
- 6.6.3. The handling of any mis-declared Cargo or Container shall be at the sole risk and responsibility of the Customer. The Customer shall indemnify and hold harmless the Company, its employees, agents, and contractors against any and all claims, liabilities, losses, damages, costs, fines, penalties, and expenses of any nature whatsoever (including, but not limited to, damage to equipment, personal injury or death, and costs of operational delays) arising from or connected to a breach of this warranty or the handling of such Cargo or Container.

6.7 Special Handling Out-of-Gauge (OOG) and Overweight Cargo:

- 6.7.1. The Customer must obtain prior written acceptance from the Company for any OOG or overweight Cargo.
- 6.7.2. The Customer is solely responsible for any undeclared overweight Cargo and shall indemnify the Company against all Liabilities resulting from its handling.
- 6.7.3. The Company may decide that the OOG or overweight Cargo is to be handled by the Customer at its own risk according to Clause 8.2.

6.8 Valuable Cargo:

- 6.8.1. The Company will not accept high-value Cargo (e.g., bullion, precious stones, currency) without prior written agreement. If accepted, liability will be subject to specific written terms and may require additional insurance at the Customer's expense.
- 6.8.2. The Customer must provide the Company with a minimum of fifteen (15) days' prior written notice of its intent to deliver any such valuable Cargo. Delivery without the Company's prior written approval shall be entirely at the Customer's risk and cost, and the Company shall have no liability for any loss or damage.
- 6.8.3. Notwithstanding any prior approval, the Company's liability for loss or damage to valuable Cargo shall be limited in accordance with Clause 13 (Liability and Indemnity), unless the Company expressly agrees in writing to a higher limit of liability, in which case the Customer shall be liable for any additional costs, including insurance premiums, incurred by the Company.

7. DELAYS, IDLE TIME & OPERATIONAL

DISRUPTIONS

7.1 Delays Caused by the Customer: Where the provision of Services is delayed, interrupted, or suspended due to any act, omission, or default of the Customer, its employees, agents, or subcontractors, the Customer shall be liable for all associated costs incurred by the Company. Such acts, omissions, or defaults include, but are not limited to:

- i. the Vessel or Vehicle not being ready for operations at the scheduled time or failing to arrive or depart as instructed;
- ii. failure to comply with the Company's vessel call preplanning and prebooking requirements, including late, incomplete, or inaccurate submissions that impact scheduling or operational readiness;
- iii. incomplete, inaccurate, or delayed submission of documentation required by the Company or any governmental authority;
- iv. Cargo not being presented in a safe or fit condition for handling or not conforming to its declaration;
- v. failure of the Customer's equipment, including on-board cranes or vehicle machinery;
- vi. unavailability of the Customer's crew or drivers, or their failure to comply with safety instructions.

Such costs shall include charges for idle time of labor and equipment, standby charges, and any other administrative or operational expenses, calculated at the rates stipulated in the Tariff or as otherwise determined by the Company.

7.2 Right to Re-allocate Resources and Shift Vessel/Vehicle: In the event of a delay attributable to the Customer, the Company reserves the right, at its sole discretion, to withdraw and re-allocate its labor, equipment, and other resources, and to order the shifting or removal of the Vessel or Vehicle from its berth or operational area, all at the Customer's sole risk and expense.

7.3 Liability for Delays Caused by the Company: The Company shall not be liable, under any circumstances, for any loss, demurrage, damage, cost, or expense (including but not limited to demurrage, detention, or consequential loss) arising from any delay, suspension, or interruption in the provision of Services, howsoever caused, whether attributable to operational planning, equipment availability, labor deployment, port congestion, adverse weather conditions and emergency cases or any other reason whatsoever, including the Company's own negligence.

8. CUSTOMER SELF-HANDLING OPERATIONS

8.1 Permission to Self-Handle: As a conditional privilege and not a right, the Company may, at its sole discretion and subject to its prior, express written approval, grant a Customer permission to perform its own cargo handling services ("Self-Handling"), including but not limited to stevedoring and shore handling. The grant of such permission is strictly subject to the Customer's full and continuous adherence to the terms of this Clause 8.

8.2 Customer's Comprehensive Responsibility and Warranties: Where a Customer engages in Self-Handling, the Customer warrants, represents, and undertakes that it is fully and solely responsible for all aspects of such operation. The Customer shall, at its own cost and expense:

- i. **Work Quality & Productivity:** Perform all Self-Handling in a professional and workmanlike manner, in accordance with International Best Practices, and achieve productivity levels satisfactory to the Company, ensuring no undue delay or disruption to other Port users.
- ii. **Equipment Usage and Priority:** The Customer acknowledges and agrees that the Company's equipment shall be used in priority for all operations. The Customer is prohibited from deploying or using its own equipment for any Self-Handling operation without obtaining the express prior written consent of the Company in each instance. This restriction shall apply irrespective of the availability, breakdown or maintenance of the Company's equipment. Any consent shall be granted solely at the Company's discretion. Where consent is granted, the Customer warrants that all Customer-owned equipment is fit for purpose, properly maintained, duly certified and licensed by the relevant Competent Authority, and shall be operated only by qualified, competent and licensed personnel.
- iii. **Personnel:** Deploy only personnel who are suitably qualified, trained, competent, and legally authorized to work in the Sultanate of Oman. The Customer shall ensure all its personnel comply with Omani labor laws and are equipped with appropriate Personal Protective Equipment (PPE) at all times.
- iv. **Compliance:** Ensure strict adherence to all Company directives, Port Rules and Regulations, and all Quality, Health, Safety,

Security, and Environment (QHSSE) requirements, and shall be fully responsible for any non-conformity attributable to it or its personnel. The Customer shall establish and follow its own Standard Operating Procedures (SOPs) based on International Best Practices and shall make them available to the Company upon request.

8.3 Liability and Indemnity for Self-Handling
The Customer shall be solely liable for and shall defend, indemnify, and hold harmless the Company, its Affiliates, directors, and employees from and against any and all Liabilities whatsoever arising out of or in connection with its Self-Handling operations, including in respect of:

- i. Personal injury, illness, or death of any of its own employees, agents, or subcontractors.
- ii. Loss of or damage to its own property, including its Vessel, Vehicles, Cargo, and equipment.
- iii. Personal injury, illness, death, or loss of or damage to the property of any third party or the Company, to the extent caused by the negligence, breach of duty, or any act or omission of the Customer or its personnel.

8.4 Insurance for Self-Handling: Without limiting its liabilities under this Clause, the Customer shall procure and maintain, for the duration of its Self-Handling activities, adequate and comprehensive insurance policies with reputable insurers acceptable to the Company, including (without limitation):

- i. Workmen's Compensation / Employer's Liability insurance as required by Omani law.
- ii. Commercial General Liability (CGL) insurance covering third-party bodily injury and property damage.
- iii. Automobile Liability insurance for all Vehicles used.

Each policy shall include a waiver of subrogation in favor of the Company. The Customer shall provide evidence of such insurance to the Company upon demand.

8.5 Company's Right to Inspect, Intervene, and Take Over Operations: The Company reserves the right, at its absolute discretion and without incurring any liability, to inspect, audit, or monitor any Self-Handling operation. If, in the Company's sole opinion, the Customer's operation is being conducted in an unsafe or inefficient manner, or if the Customer is in breach of any warranty under Clause 8.2, the Company shall have the right, without prejudice to its other rights, to either:

- i. order the immediate cessation of such operations; or
- ii. deploy its own equipment and/or personnel to take over, rectify, and/or complete the operation.

In either event, all risks, costs, and consequences, including any idle time, equipment hire, and labor charges, shall be for the Customer's sole account and shall be payable in accordance with the Tariff. The Customer shall immediately comply with any and all instructions issued by the Company under this Clause.

8.6 Applicable Port Charges: For the avoidance of doubt, the grant of permission to Self-Handle does not waive or reduce the Customer's obligation to pay all applicable Port charges in accordance with the Tariff, including but not limited to wharfage, berth hire, and other standard dues.

9. TERMS FOR REGISTERED SERVICE PROVIDERS

This Clause governs the activities of all third-party Registered Service Providers or Contractors authorized to operate within the Port, including at anchorage. These terms constitute conditions of, and are binding upon, the permit or licence to operate granted by the Company.

9.1 Applicability and Grant of License to Operate

- 9.1.1. No person or entity may provide any goods or services within the Port without first applying for, and receiving, a formal, non-exclusive, and revocable permit or license from the Company.
- 9.1.2. The Company grants such permit or licence at its sole discretion and reserves the right to refuse or revoke it at any time in accordance with these terms.
- 9.1.3. The relationship between the Company and the Contractor is that of an independent contractor, and nothing in these General Terms shall create a partnership, joint venture, or agency relationship.

9.2 Service Quality and Quantities

- 9.2.1. The scope, quality and the quantity of goods or services supplied by a Contractor shall be solely a matter between the Contractor and the Service Receiver.
- 9.2.2. All representations, guarantees, warranties or conditions, whether express or implied, including as to quality, merchantability, fitness for purpose or suitability, shall be exclusively between the Contractor and the Service Receiver. Notwithstanding the foregoing, the Contractor shall maintain the agreed service standards without shortfall so as to protect the reputation, safety and operational integrity of the Port.
- 9.2.3. The Contractor shall implement and maintain an appropriate quality management system, considering health, safety, security and environmental requirements, and shall continuously improve its procedures and practices in line with International Best Practices applicable to the relevant industry, services and ports operated by the Company.

9.3 Compliance of The Regulatory Requirements

- 9.3.1. The Contractor shall carry out the activity of supply of goods and services at the Ports managed by the Company, including anchorages in accordance with the rules and regulations issued by Competent Authorities including (without limitation):
 - i. Environment Authority (General Directorate of Environmental Affairs, Pollution Control Center) of Sultanate of Oman;
 - ii. Ministry of Energy and Minerals of the Sultanate of Oman;
 - iii. Royal Oman Police (including but not limited to its Directorate General of Customs and Coast Guard Police);
 - iv. MTCIT.
 - iv. Any other relevant Competent Authority.

The Contractor is responsible for compliance with all regulatory requirements of all above authorities and obliged by their rules, regulations and requirements related to goods and services supplied.

9.4 RISKS, ENVIRONMENTAL PROTECTION AND COMPENSATION:

- 9.4.1. The Contractor is liable for damage and harm caused by the Contractor in respect of pollution resulting from leakage, mishandling, collisions, capsizing, equipment and apparatus incompetency and failure, human errors or whatsoever the reason or in any other manner during the supply of goods and services at ports managed by the Company.
- 9.4.2. The Contractor shall compensate the affected parties, engage its full capability for environmental and other recovery operations, remedy the reasons for such incidents, and improve the safe practices. The Contractor shall obtain and keep in force a coverage insurance, to cover the compensation of any affected parties, including but not limited to the Company, third parties, the environment and any other affected parties whatsoever during the supply of goods and services.
- 9.4.3. The Contractor shall maintain a Safety Data Sheet and will present to all receiving Vessels for their knowledge and compliance of the shipboard persons for the preservation of health, safety and environment during bunkering operation.

9.5 Standard Operating Procedures & International Best Practices

- 9.5.1. The Contractor shall comply with Standard Operating Procedures (SOPs) aligned with International Best Practices applicable to the relevant industry and services.
- 9.5.2. The Company or any Competent Authority may ask for explanations or clarifications on the Standard Operating Procedures and the Contractor shall promptly comply with such request.

9.6 Fees and Payment Terms

- 9.6.1. In consideration for the permit or licence to operate, the Contractor agrees to pay the Company anchorage service fees and any other applicable charges for operations conducted within the Port's jurisdiction, in addition to charges payable under the public Tariff.
- 9.6.2. The Company will issue invoices for these fees on a monthly basis, or as otherwise agreed.
- 9.6.3. All invoices shall be payable within thirty (30) days of the invoice date, without set-off or deduction. Late payments will accrue interest at a rate of 7% per annum.
- 9.6.4. Specialized, high-risk services such as Bunkering or Ship to Ship (STS) transfers may be subject to a different fee structure (e.g., annual license fees, higher royalties) as defined in a separate, specific agreements.

9.7 Indemnity by The Contractor

- 9.7.1. The Contractor shall fully defend, indemnify and hold harmless the Company, its Affiliates, and their respective directors, officers and employees from and against all losses, claims, liabilities, damages, costs and expenses (including legal and expert fees) arising out of or in connection with:
- illness of, injury or death of the Company's or Contractor's or its sub-contractor's personnel;
 - loss of or damage to property belonging to the Company or Contractor or its

subcontractors (including vessels and pollution control equipment);

- negligence, breach of duty or fault (whether sole or concurrent) of the Contractor or its subcontractors;
- statutory or regulatory liability imposed on the Contractor; or
- any third-party claim brought against the Company arising from the Contractor's operations.

Provided always that this Clause shall not apply to the extent such losses are directly caused by the Company's fraud, gross negligence or wilful misconduct.

9.8 Insurance:

9.8.1. The Contractor shall, at its own cost, procure and maintain the following insurance policies with reputable insurers:

- Commercial General Liability:** Covering third-party bodily injury and property damage arising from its operations.
- Workmen's Compensation / Employer's Liability:** As required by Omani law for all its employees.
- Pollution Liability:** Covering cleanup costs, environmental damage, and third-party claims arising from a pollution incident caused by the Contractor's operations.
- Automobile Liability:** For any vehicles used within the Port.

The Contractor shall provide the Company with valid certificates of insurance upon request and shall ensure the Company is named as an "Additional Insured" on its liability policies where permissible.

9.9 Environmental Protection and Safety

- The Contractor shall be strictly liable for pollution prevention and response.
- The Contractor shall maintain an approved spill contingency plan and trained response personnel.
- The Contractor shall ensure Safety Data Sheet availability and communication of safety measures.

9.10 Suspension and Termination of Permit

The Company reserves the right to suspend or terminate a Contractor's permit to operate with immediate effect in the event of:

- A material breach of these General Terms or any Applicable Laws or regulations.
- Failure to maintain the required insurance coverage.
- A serious safety or environmental incident caused by the Contractor's negligence.
- Non-payment fees or royalties due to the Company for more than sixty (60) days.
- The Contractor becoming insolvent or ceasing its business operations.

10. SPECIALIZED SERVICES (BUNKERING & STS)

10.1 License Requirement

The provision of specialized services such as bunkering or Ship-to-Ship (STS) transfers within the Port's jurisdiction is strictly prohibited unless carried out pursuant to an agreement with the Company.

10.2 Compliance

Any party licensed to perform such specialised services shall comply at all times with:

- all terms and conditions of its applicable agreement;
- all applicable national and international laws, conventions, codes and regulations, including but not limited to MARPOL, SOLAS, OCIMF guidelines, and MTCIT regulations;
- the Company's Health, Safety, Security, and Environment (HSSE) requirements, Port Rules and Regulations, and any operational directives issued by the Company from time to time.

10.3 Liability

The Company shall not be a party to, nor assume any obligations or responsibilities under, any contract entered into between the licensed service provider and the receiving Customer, and shall bear no Liability whatsoever for the quality, quantity, sustainability or execution of such services. The licensed service provider shall indemnify the Company against all risks and Liabilities associated with its operations.

11. PROVISIONS FOR KHAZAEN DRY PORT AND

OTHER ICDs

11.1 Application

For Services provided at Khazaen Dry Port and other ICDs, the provisions of these General Terms shall apply subject to the following modifications:

- All references to "Vessel," "ship," or "marine" shall be construed as references to "Vehicle," "truck," or "land-based transport," respectively;
- all references to "berth," "quay," "anchorage," or "wharf" shall be construed as references to "truck bay," "gate," "storage yard," or "loading/unloading area," or inside/ outside "warehouse area"; and
- all Clauses that relate exclusively to marine services, including, pilotage, and mooring shall not apply to Services provided at Khazaen Dry Port.

11.2 Core Principles

The core principles relating to cargo handling, custody, liability, payment, and compliance shall remain in full force and effect.

12. RATES, PAYMENT, LIEN and CREDIT FACILITY

12.1 General Tariff and Payment terms for cash and credit customers

- The Customer agrees to pay for all Services in accordance with the Company's prevailing Tariff.

- ii. Unless otherwise agreed in a separate agreement, all invoices for credit customers are due for payment within thirty (30) days of the invoice date, without any set-off, counterclaim, or deduction.
- iii. Unless otherwise agreed in a separate agreement, all invoices for cash customers are due for payment immediately.
- iv. All charges are exclusive of VAT and any other applicable taxes, which shall be for the Customer's account.
- v. Currency: All sums shall be paid in Omani Rials (OMR) or, at the Company's option, the equivalent in United States Dollars (USD) as notified on the invoice.
- vi. Full and Unconditional Payment: Payment is effective only when funds are unconditionally cleared and available to the Company. All payments must be made in full without any set-off, withholding, counterclaim, or deduction.

12.1.1 Invoice Disputes

Any dispute regarding an invoice must be notified to the Company in writing within seven (7) calendar days of the invoice date, after which the invoice is deemed accepted and payable in full. Notwithstanding any dispute, the Customer must settle the full invoice amount by the Due Date. If a dispute is resolved in the Customer's favor, a credit note will be issued.

12.1.2 Default and Remedies

Should the Customer fail to settle any outstanding amount by the Due Date or breach these terms, the Company reserves the right, at its sole discretion and without prejudice to its other rights, to take any or all of the following actions:

- i. Immediately suspend or terminate the Credit Facility and/or any other agreements and enacting the bank guarantee for credit customers
- ii. Suspend or terminate the provision of all Services to the Customer.
- iii. Exercise its right of lien over any of the Customer's cargo or property.
- iv. Charge administration fees and interest as per the Company's public Tariff.
- v. Advise vessel owners, charterers, or managers of the default and suspension.
- vi. Commence legal and/or collection proceedings, with all incurred costs, including legal fees, to be borne by the Customer.
- vii. Upon suspension or termination, all outstanding amounts become immediately due, and any future Services will require advance payment.
- viii. Interest rate will be applicable on overdue amounts at a rate of 7% per annum, calculated daily.

12.1.3 Lien

- i. The Company shall have a general and specific lien on any Cargo, Containers and any other assets or property, and related documents in its possession for all sums due from the Customer.
- ii. If amounts remain unpaid for thirty (30) days after notice has been given, the Company is entitled to sell the lien goods by public auction or private treaty at the Customer's expense to recover the outstanding dues.

12.1.4 Auction and Disposal of Cargo

- i. If any Cargo, Container, Vehicle, trailer or other property of the Customer remains within the Port beyond the applicable free time or is not cleared, removed or collected within the time periods notified by the Company (or, if none are notified, within the periods set out below), the Company may (without prejudice to any other rights or remedies, including its lien rights) detain, move, store, sell, auction or otherwise dispose of such items in coordination with the relevant Competent Authorities and in accordance with Applicable Laws, and apply the proceeds (after deduction of all costs and expenses incurred by the Company) towards all sums due to the Company (including but not limited to Port charges, storage, handling, penalties, administrative fees and any costs of sale, auction, removal and disposal). Any balance shall be paid to the person lawfully entitled thereto upon written request and production of satisfactory evidence of entitlement. If the proceeds are insufficient, the Customer shall remain liable for the shortfall.
- ii. Without limitation, the Company may exercise the rights in this Clause after expiry of the following periods (as applicable) calculated from the date of discharge from the Vessel or the date of receipt for export (as applicable):
 - (a) reefer containers and perishable Cargo: thirty (30) days; and
 - (b) containers, general Cargo, Vehicles, trailers and all other Cargo: sixty (60) days.

The Company may, at any time, sell or destroy any Cargo that is perishable, spoiled, putrid or otherwise injurious to health, or which in the Company's reasonable opinion poses a safety, security or environmental risk. The Company shall have no liability to the Customer or any third party arising out of any action taken under this Clause, save for proven gross negligence or wilful misconduct.

12.2 Credit Facility

12.2.1 Applicability and Agreement

These terms shall govern any credit facility ("Credit Facility") granted by the Company. By providing a bank guarantee or otherwise being granted credit by the Company, the Customer irrevocably agrees to be bound by these conditions. The extension of credit is a privilege granted at the Company's sole discretion.

12.2.2 Credit Parameters

The specific parameters of the Credit Facility, including the Credit Limit (the maximum outstanding amount in OMR) and the Credit Period (the payment deadline in calendar days from the invoice date), will

be communicated by the Company to the Customer in writing. The Credit Facility shall be automatically suspended if the Credit Limit is exceeded.

12.2.3 Bank Guarantee

- i. The Customer agrees to provide and maintain, for the duration of the Credit Facility, an unconditional and irrevocable bank guarantee in a format and from a financial institution approved by the Company.
- ii. The Company is unconditionally and irrevocably entitled to liquidate this bank guarantee to recover any amount payable by the Customer that is past its Due Date, without any further notice. This right is without prejudice to any other rights or remedies available to the Company under these terms or applicable law.
- iii. Interest on overdue payments is to be collected as per clause 12.1.2

12.2.4 Due Date:

- i. The Customer guarantees to pay all charges for Services no later than the Due Date specified in its Credit Period as defined in Clause 12.2.2. Payment is also immediately due the moment the Customer's outstanding balance exceeds the Credit Limit as defined in Clause 12.2.2.
- ii. Remittance Advice: The Customer must provide remittance advice for bank transfers within two (2) working days, detailing the invoices being paid. If no advice is received, the Company will apply funds to the oldest outstanding invoices first. All bank charges are for the Customer's account.

12.3 Exclusivity

- i. The Credit Facility extended by the Company to the Customer on an exclusive basis. Accordingly, the Customer shall not assign, extend, transfer or otherwise make available the Credit Facility (in whole or in part) to any third party, Affiliate or other entity, nor add any entity to benefit from the Credit Facility, without the Company's prior written consent.
- ii. If the Customer violates or breaches Clause 12, the Company shall have the right to exercise any and all rights and remedies available to it under these General Terms and Applicable Laws, including (without limitation) to suspend Services, withdraw the Credit Facility and/or require immediate payment of any outstanding or overdue invoices, without prejudice to the Company's rights under the Dispute Resolution and Governing Law Clause.

13. LIABILITY AND INDEMNITY

13.1 Basis of Company Liability

In general, the Customer shall be responsible for insuring its property at all times, including while in the Company's Custody, and waives all rights of recourse against the Company and the Company shall not be

liable for loss or damage to property while the property was in the Company's Custody, as such incident must be covered under the Customer's own insurance.

13.2 Customer's Comprehensive Indemnity

The Customer shall fully defend, indemnify, and hold harmless the Company and its Affiliates, and their respective directors, officers, and employees, from and against any and all losses, claims, suits, demands, liabilities, costs, and expenses (including legal, court, experts', and investigative fees) and causes of action howsoever arising from:

- i. the illness of, injury to, or death of any of the Customer's directors, officers, employees, agents, or its subcontractors' personnel; and
- ii. damage to, destruction, or loss of property (including the cost of removal of wreck/debris) belonging to the Customer, its directors, officers, employees, or its subcontractors and their respective personnel,

in either case as may be caused by, arising out of, or incidental to any occurrence in any manner connected with the provision of Services under these General Terms, whether or not such losses, claims, suits, demands, liabilities, costs, expenses, and causes of action are occasioned by or are a result in whole or in part of one or more of the following:

- i. the actions or omissions, whether sole, concurrent, active, passive, or vicarious of the Company, its Affiliates, and its subcontractors (or all or any of them), or of the directors, officers, and employees of any of the foregoing;
- ii. the unseaworthiness of any vessel or the non-airworthiness of any aircraft owned, chartered, or operated by the Customer, its Affiliates, or its or their subcontractors;
- iii. Liability imposed upon the Customer, its Affiliates, or its or their contractors by reason of any applicable statute, law, rule, or regulation;
- iv. the use or furnishing by the Customer, its Affiliates, or its or their subcontractors of any design, data, drawings, material, equipment, or supplies which are defective or improperly designed; or
- v. any counterclaim, third-party action, or independent action brought by any person or entity against the Company or its Affiliates, in which defense, indemnity, or contribution is sought by reason of the illness of, injury to, or death of the Customer's personnel or its subcontractors' personnel, or by reason of damage to, destruction of, or loss of property belonging to the Customer or its subcontractors.

Provided that this Clause 13.2 shall not apply to the extent that any such losses, claims, suits, demands, liabilities, or costs were proven to be directly caused by the fraud, gross negligence, or willful misconduct on the part of the Company.

13.3 Limits of Company Liability

13.3.1 Containers

(a) The Company shall only be liable for loss of, or damage to, any container to the extent the same was directly caused by the gross negligence or willful misconduct of the Company.

(b) The Company's liability under this Clause shall be limited to the lesser of:

(i) the reasonable repair cost or replacement cost (with an item of the same age and in the same condition) of the Container; and

(ii) USD 1,100 per Container, unless the Container is either: (i) a tank Container, in which case the limit shall be USD 2,000 per tank Container; or (ii) a reefer Container, in which case the limit shall be USD 2,000 per reefer Container.

13.3.2 Trucks

(a) The Company shall only be liable for loss of, or damage to, any truck to the extent the same was directly caused by the gross negligence or willful misconduct of the Company.

(b) The Company's liability under this Clause shall be limited to the lesser of:

(i) the reasonable repair cost or replacement cost (with an item of the same age and in the same condition) of the truck; and

(ii) USD 40,000 per truck.

13.3.3 Cargo

(a) The Company shall be entitled to avail itself of the defences, limitations and exclusions of liability which are available under any bill of lading or other contract of carriage or transport documents, evidencing a contract of carriage, which has been issued in respect of the Cargo to the party undertaking the carriage.

(b) Where no bill of lading or other transport document has been issued in respect of the Cargo, the Company shall only be liable for loss of, or damage to, the Cargo to the extent the same is directly caused by the gross negligence or willful misconduct of the Company and such liability shall be limited to the reasonable repair cost or replacement cost (with an item of the same age and in the same condition) of the Cargo. Such liability will be limited to either USD 2/kg or 2000USD per container, whichever is lower.

13.3.4 De Minimis

The Company shall not be liable for any single claim with a value less than USD 5,000.

13.3.5 Notification of Claims

- i. Any claim against the Company must be notified in writing within fifteen (15) days of the event giving rise to the claim.
- ii. The Company shall be discharged from all liability in respect of any claim unless legal proceedings in relation to such claim are commenced within three (3) months from the date of the event giving rise to the claim.
- iii. The Limits of Company Liability set out in Clause 13.3 apply exclusively in respect of Services provided to any Inland Container Depot (ICD).

13.4 Exclusions and Consequential Loss

- i. The Company shall not be liable for any delay whatsoever, howsoever caused, as further detailed in Clause 7.
- ii. The Company shall under no circumstances be liable for any indirect or consequential loss, including but not limited to loss of profit, loss of business, loss of revenue, or third-party claims.
- iii. The Company is not liable for damage caused by bad or insufficient stowage within a container, inherent vice of the Cargo, weather events, fire, or a Force Majeure Event.

13.5 Assumption of Risk, Release of Liability, and Insurance Covenant

The Customer agrees that all operations and services performed at any port, whether conducted by the Customer or by the Company on the Customer's behalf, are undertaken at the Customer's sole risk. The Customer hereby releases the Company from any and all liability and expressly waives any right to bring claims, actions, or proceedings of any kind against the Company, its employees, or agents, arising from such operations or services, regardless of the nature or cause of the claim. Furthermore, the Customer covenants and warrants that it has procured and will maintain, at its sole cost, comprehensive insurance coverage sufficient to cover all claims, losses, damages, and liabilities of any type that may arise from work conducted in any port. Such insurance must cover all parties, including the Company as an additional insured, against all potential claims. The Company's performance of any activity is expressly conditional upon the Customer's adherence to this Clause.

14. INSURANCE

14.1 Customer's Responsibility

The Company is under no obligation to insure the Customer's property. The Customer shall, at its own expense, take out and maintain comprehensive and adequate insurance policies as mandated and, where applicable, as per these General Terms.

14.2 Proof of Insurance

The Customer must provide certificates of insurance to the Company upon request. Failure to do so may result in denial of Services or access to the Port.

15. THIRD-PARTY ACCESS TO PORT

15.1 Prior Approval

No third-party Vehicles, equipment, or contractors may enter or operate within the Port without the

Company's prior written approval and the issuance of a valid gate pass.

15.2 Compliance

All third parties entering the Port must:

- i. provide evidence of valid third-party liability insurance in such form and with such limits as the Company may reasonably require;
- ii. comply strictly with the Company's HSSE rules, speed limits, and Standard Operating Procedures (SOPs); and
- iii. be fully responsible and liable for any damage caused to the Company's property or personnel caused by any act or omission of such third party or its personnel. The Company may detain the relevant Vehicle and/or equipment to the extent reasonably necessary until the cost of repair is paid or secured to the Company's satisfaction.

As a condition of entry, each third party and its personnel shall comply with, and be bound by, these General Terms and the Tariff. Any person procuring or authorising such entry warrants that it has authority to bind the relevant third party and its personnel to these General Terms.

16. FORCE MAJEURE

16.1 Excuse from Performance

A Party shall be excused from performing part or all of its obligations under these General Terms and shall not be liable for damages if, and to the extent that, it is unable to perform or is prevented from performing its respective obligations by a Force Majeure Event (the "Affected Party").

16.2 Notification and Reporting

The Affected Party shall:

- i. As promptly as practicable, but in no event later than seven (7) days after the occurrence of a Force Majeure Event, give written notice to the other Party, describing the particulars of the occurrence, its effect upon its performance, and, to the extent known, the expected duration of the failure to perform.
- ii. Within seven (7) days after giving the initial notice, prepare and deliver to the other Party an appraisal report (the "Force Majeure Report") which shall specify the Force Majeure Event, describe the effects on its obligations, and provide a good faith estimate of the time and cost, if applicable, to restore its affected obligations.

16.3 Scope of Suspension

The suspension of performance shall be of no greater scope and of no longer duration than that caused by the Force Majeure Event.

16.4 Mitigation and Resumption of Performance

Following the occurrence of a Force Majeure Event, both Parties shall:

- i. Make all reasonable efforts to prevent, reduce, and mitigate the effect of any delay or cost increase occasioned by the Force Majeure Event.

- ii. Use their best efforts to ensure resumption of normal performance of these General Terms as soon as practicable.

16.5 Termination Right

If a Party is unable to perform its material obligations under these General Terms as a result of a Force Majeure Event for a continuous period exceeding sixty (60) days, then either Party may terminate the provision of Services governed by these General Terms by providing written notice to the other.

16.6 Limitation on Relief

Notwithstanding any other provision in this Clause, no relief shall be granted to the Affected Party to the extent that its failure or delay in performance would have nevertheless been experienced had the relevant Force Majeure Event or its effects not occurred.

17. COMPLIANCE AND GOVERNANCE

17.1 Compliance with Laws

The Customer shall, at its own expense, comply with all Applicable Laws and any other relevant jurisdiction in relation to its use of the Ports and Services.

Any breach of Company HSSE policies and requirements shall be treated as a material breach of these General Terms and may result in the Company suspending Services, withdrawing access to the Port(s) and/or terminating the Customer's right to use the Ports and Services, without prejudice to any other rights or remedies available to the Company under these General Terms or Applicable Laws.

17.2 Anti-Bribery and Corruption

Each Party warrants that it shall not, in connection with the Services, offer, promise, or give any undue pecuniary or other advantage, whether directly or through intermediaries, to any person or entity for the purpose of obtaining or retaining business or any other improper advantage.

17.3 Data Protection

The Company shall handle all Customer data in accordance with its Privacy Policy and applicable data protection laws. The Customer consents to the Company processing its data for the purposes of providing the Services, managing security, and complying with legal obligations.

17.4 Sanctions and Trade Control

The Customer represents, warrants, and undertakes that it is knowledgeable about and shall at all times comply with all applicable economic, financial, or trade sanctions laws, regulations, embargoes, or restrictive measures administered, enacted, or enforced by relevant authorities (collectively, "Trade Control Laws"). The Customer shall not engage in any activity under these General Terms that would cause the Company to be in violation of, or be exposed to punitive measures under, any applicable Trade Control Laws. The Customer further warrants that neither the Customer, its Affiliates, the Vessel or Vehicle owner, nor the owner or consignee of any Cargo is a person or entity listed on any Restricted Party list. A breach of this Clause shall be deemed a material breach, and the Customer shall indemnify and hold harmless the Company against any and all losses, damages, and costs arising from such a breach.

17.3 Code of Conduct

The Customer shall respect and commit to implementing the principles of the ASYAD Group Code of Conduct, covering human rights, labor, environment, and anti-corruption.

17.4 Controlled Military Items

The Customer shall not transfer, transport, or supply any items subject to the United States International Traffic in Arms Regulations (ITAR), the EU Common Military List, or similar national military control lists without the express prior written agreement of the Company. The Customer must notify the Company immediately if it anticipates that any items may fall into these categories.

17.5 Indemnity

The Customer shall bear all costs associated with compliance with this Clause and shall indemnify and hold the Company harmless from and against all fines, penalties, damages, and associated expenses arising from any violation of this Clause by the Customer or its representatives.

17.6 Right to Refuse

The Company reserves the right to refuse to handle, store, or transport any goods if it, in its sole discretion, believes that doing so would violate any Trade Control Laws or other laws and regulations, without any liability to the Customer.

17.7 Cybersecurity

The Customer shall take all reasonable measures to ensure that its information systems are secure and free from viruses or other malicious software. The Customer shall not knowingly use any Port digital platform or system in a way that could compromise its security or integrity. The Customer must report any suspected security breach to the Company immediately.

17.8 Consequence of Breach

Any breach of this Clause shall be deemed a material, non-remediable breach of these General Terms, entitling the Company to terminate all agreements with the Customer immediately and to report the matter to the relevant authorities.

18. GOVERNING LAW AND JURISDICTION

18.1 Governing Law

These General Terms and any dispute arising from them shall be governed by and construed in accordance with the laws of the Sultanate of Oman.

18.2 Jurisdiction

Any claim or dispute shall be subject to the exclusive jurisdiction of the competent courts of the Sultanate of Oman. The Company reserves the right to bring proceedings against the Customer in any other jurisdiction where the Customer has a place of business or assets.

19. HEALTH, SAFETY, SECURITY AND ENVIRONMENT (HSSE)

19.1 General Compliance

The Customer, its employees, agents, and contractors shall at all times comply with all applicable health,

safety, security, and environmental laws, as well as the Company's Port Rules and Regulations, including all specific safety standards and directives issued by the Company (such as the "HSSE" standards).

19.2 HSSE Management Plan

Where required by the Company for specific Services, or where the Customer occupies any land or premises within the Port, the Customer shall submit a comprehensive HSSE management plan for the Company's approval. The Company shall be under no obligation to provide any Services unless and until such plan is approved by the Company. The Customer shall ensure that the approved plan is implemented and complied with at all times. In the event of any conflict or inconsistency, applicable Omani law shall prevail, followed by the Company's HSSE Regulations, and then the approved HSSE management plan.

19.3 Personnel Competency and Supervision

The Customer shall ensure that its personnel operating within the Port are competent, adequately trained, and experienced for their assigned tasks. The Company reserves the right to evaluate any personnel and refuse access or remove any person deemed unsuitable, non-compliant, or unsafe, at its reasonable discretion.

The Customer shall provide evidence of HSSE training for its personnel, including role-specific training records for each relevant position, and shall provide copies of such training certificates upon request.

The Customer shall also submit to the Company its Standard Operating Procedures (SOPs) applicable to the relevant scope of work, commensurate with the nature of the activities performed.

19.4 Environmental Protection and Hazardous Materials

- i. The Customer shall pay any and all costs incurred by the Company in complying with any governmental instruction for the movement, treatment, or destruction of Dangerous Cargo or any contaminated goods introduced by the Customer.
- ii. The Customer must comply with all mandatory environmental protection measures.
- iii. The Customer shall be liable for and shall pay to the Company all costs, claims, and expenses for any damage or pollution arising from any discharge (including Dangerous Cargo) from the Customer's Cargo, Vessels, or equipment, and for the safe removal of such discharge.

19.5 Land Occupation

If the Customer or any user occupies any land or premises within the Port, it shall be responsible for securing such area (including by fencing and access control, as applicable) and shall comply with all HSSE regulations and Applicable Laws in relation to such land or premises.

19.6 HSSE Contractor Management

The Customer must inform the Company for any sub-contractor appointment and should send their HSSE management plan for approval and it is the responsibility of the Customer to supervise the sub-contractor.

20. COMMERCIAL LEASE AND OBLIGATIONS

20.1. "As-Is" Condition

"Use of the Leased Property constitutes the Lessee's unconditional acceptance of it 'AS IS, WHERE IS' and with all faults, thereby waiving any claims against the Lessor regarding its condition."

20.2 Lease Period and Renewal

- i. **Lease Period:** The lease period shall be as agreed and commencing from the Effective Date (the "Lease Period").
- ii. **Renewal:** The Lease Period may be renewed for a similar period (the "Renewal Period") upon the Lessee serving a written request of its intention to renew at least one (1) month prior to the expiry of the Lease Period, and subject to the Company's approval. Failure to do so shall result in the automatic termination of the relevant lease agreement upon expiry, unless otherwise agreed in writing by the Parties.

20.3 Holdover Tenancy

If the Lessee remains in possession of the Leased Property after the expiry of the Lease Period without a formal renewal, it shall be deemed a month-to-month tenancy. During this period, the Lessee shall pay a monthly rent equivalent to **150%** of the last applicable monthly Rent, and all other terms of the relevant lease agreement shall remain in full force.

20.4 Rent, Utilities, And Taxes

- iii. **Rent Payment:** The Lessee shall pay the full amount of the annual Rent in advance within seven (7) days of signing the relevant lease agreement.
- iv. **Annual Increase:** Both parties acknowledge and agree to an annual increase of the rental amount by three percent (3%) upon each renewal.
- v. **Utilities:** The Lessee shall pay an additional amount equal to 5% of the Rent to cover the cost of utilities, including water and electricity, provided to the Leased Property.
- i. **Taxes:** From the Effective Date, in addition to the Rent, the Lessee shall be solely responsible for paying any and all taxes, levies, and duties (including Value Added Tax - VAT) imposed by the Government in relation to the Lease. The Company shall not be held responsible for any such payments.

20.5 Lessee's Obligations And Covenants

- i. **Permitted Use:** The Lessee shall use the Leased Property solely for the purpose agreed between the Parties and for no other purpose whatsoever without the prior written consent of the Company.
- ii. **Prohibited Materials:** The Lessee undertakes not to use the Leased Property for storing any hazardous, flammable, or otherwise dangerous goods without the express prior written consent of the Company and proof of

compliance with all relevant Competent Authority regulations.

- iii. **Assignment and Sub-leasing:** The Lessee shall not assign the Lease or sub-lease the Leased Property, in whole or in part, to any third party without obtaining the prior written approval of the Company.
- iv. **Maintenance and Cleanliness:** The Lessee shall, at its own expense, keep the Leased Property and its surrounding area in a good, clean, safe, and tenantable condition throughout the Lease Period.
- v. **Licenses and Permits:** The Lessee shall be responsible for obtaining and maintaining all authorizations, approvals, permits, and licenses from the relevant Competent Authorities necessary for the legal operation of its business from the Leased Property.
- vi. **Maintenance and repair:** The Lessee shall be solely responsible for all maintenance and repairs of the Leased Property, including but not limited to regular upkeep, necessary replacements, and any damages caused during the lease term, ensuring that the property is maintained in good condition at all times.

20.6 Health, Safety, and Environment (HSE)

The Lessee shall operate with the utmost care for the health and safety of its employees, the Company's employees, third parties, and the environment. The Lessee agrees to install, maintain, and operate security and safety devices according to the terms specified by the Company and other relevant Competent Authorities.

The Lessee shall comply with HSSE laws and regulations and shall ensure that its customers, its employees, agents, and contractors shall at all times comply with all applicable HSSE laws and regulations, as well as the Company's Port Rules and Regulations, including all specific safety standards and directives issued by the Company (such as the "HSSE" standards).

20.7 No Nuisance

The Lessee shall not object to or interfere with the rights of the Company or any other tenant in the Port. The Lessee shall not engage in any activities that may cause harm, disruption, or inconvenience to the Company or any other tenant in the Port.

20.8. Alterations

The Lessee shall not make any modifications or additions to the Leased Property without obtaining the prior written consent of the Company and any necessary regulatory permits. Such alterations must not impair the structural soundness or diminish the value of the Leased Property.

20.9. Prohibited Use (Insurance Risk)

The Lessee shall not use the Leased Property in any manner that may increase the risks covered by the Company's insurance policy, potentially leading to an increase in the insurance rate or cancellation of the policy.

20.10 Insurance and Indemnity

- i. **Insurance:** The Lessee shall, at its own expense, procure and maintain the following insurance policies throughout the Lease Period:
 - (a) **Commercial General Liability Insurance:** Covering bodily injury, death, and property damage, to cover any damages or injuries that may occur to the properties of others or individuals in the port.
 - (b) **Property Insurance:** An "All-Risk" policy covering the full replacement value of the Lessee's property, fixtures, and improvements within the Leased Property. The Lessee shall provide the Company with valid certificates of insurance for safekeeping upon signing and upon each renewal. The policies shall name the Company as an "additional insured" where applicable.
- ii. **Indemnity:** The Lessee agrees to defend, indemnify, and hold harmless the Company, its Affiliates, directors, and employees from and against any and all claims, liabilities, damages, costs, losses, and expenses (including legal fees) arising out of or in connection with:
 - (a) any act, omission, or negligence of the Lessee, its employees, agents, or visitors;
 - (b) any personal injury, death, or property damage occurring on the Leased Property or in connection with the Lessee's operations;
 - (c) any breach by the Lessee of any term or condition of the relevant lease agreement.

20.11 The Company's Rights

- i. **Right of Access:** The Company shall have the right, and the Lessee shall permit the Company's employees and agents, to enter the Leased Property upon reasonable notice (except in emergencies) for the purposes of inspection, maintenance, repairs, or to show the property to prospective new lessees or buyers.

20.12 Termination and Handover

- i. **Termination by the Company :** The Company may terminate the Lease if:
 - (a) the Lessee breaches any term of the Lease and fails to remedy such breach within thirty (30) days of receiving a written notice from the Company;
 - (b) the Lessee fails to pay the Rent on its due date and does not rectify the failure within the cure period specified in (a) above;
 - (c) a resolution is passed or a court order is issued to liquidate the Lessee.
- ii. **Termination by Either Party:** Either Party may terminate the Lease for any reason by providing a written notice of ninety (90) days to the other Party.
- iii. **Handover:** Upon expiry or earlier termination of the Lease, the Lessee shall vacate and hand over the Leased Property to the Company in the same good, clean, and safe condition as it was received, normal wear and tear excepted.
- iv. **Removal of Property:** The Lessee shall, at its own expense, remove all of its equipment, materials, fixtures, and other personal property. If the Lessee fails to remove such items within fifteen (15) days of vacating, the Company shall have the right to remove and dispose of them, and the Lessee shall be liable for all costs incurred.

21. GENERAL PROVISIONS

21.1 Confidentiality: Each party shall keep the other's Confidential Information private and shall not disclose it to any third party, except as required by law or to professional advisors.

21.2 Notices: Any formal notice under these terms must be in writing and sent to the registered office or official email of the other party by a recognized courier service or official email.

21.3 Assignment: The Customer may not assign its rights or obligations without the prior written consent of the Company. The Company may assign its rights and obligations to any of its Affiliates without the Customer's consent.

21.4 Severability: If any provision of these General Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

21.5 Waiver: No failure or delay by the Company in enforcing its rights shall be a waiver of that right. Any waiver must be in writing.

21.6 Amendments and Trade Notices: The Customer acknowledges and agrees that the Company reserves the unilateral right to amend, modify, or supplement these General Terms at any time, including but not limited to Tariff rates, operational procedures, and service conditions.

- i. **Notification:** Such amendments shall be affected by issuing a trade notice or publishing an updated version of these General Terms. Notification shall be deemed duly given to the Customer upon its (i) publication on the Company's official website; (ii) dissemination via direct electronic communication to the Customer's registered address; or (iii) circulation by any other method deemed reasonable by the Company.
- ii. **Acceptance by Conduct:** The Customer's continued use of any of the Company's Services or facilities after the Issue Date of an amendment shall constitute the Customer's unconditional acceptance of, and agreement to be bound by, the General Terms as amended.

Non-Agreement and Termination: Should the Customer not agree with the amendments, the Customer must cease all use of the Services and provide written notification of its non-agreement to the Company before the amendment's Issue Date. The Company reserves the right, at its sole discretion, to suspend or terminate the provision of all Services to any Customer who rejects an amendment.

- iii. **Survival of Rights and Obligations:** The provisions of these General Terms which by their nature are intended to survive termination, expiry, suspension or completion of the Services shall survive accordingly, including but not limited to Clauses 5 (CONDITIONS OF ENTRY: RISK, RESPONSIBILITY, AND INSURANCE), 12 (RATES, PAYMENT, LIEN and CREDIT FACILITY), 13 (LIABILITY AND INDEMNITY), 16 (FORCE MAJEURE), 17 (COMPLIANCE AND GOVERNANCE), 18 (GOVERNING LAW AND JURISDICTION), 21 (GENERAL PROVISIONS), and 23 (ASYAD PORTS AND FREEZONES LLC EXCLUSIVE RIGHT).

22. BREACH, DEFAULT, AND REMEDIES

22.1. Events of Default: A default shall be deemed to have occurred if the Customer:

- i. Fails to pay any sum due to the Company under these General Terms or any associated agreement on the due date;
- ii. Breaches any material term, condition, or warranty of these General Terms or any associated agreement;
- iii. Becomes insolvent, is subject to bankruptcy proceedings, or has a liquidator or receiver appointed over its assets; or
- iv. Fails to comply with any lawful instruction from the Harbour Master or other authorized personnel of the Company.

22.2 The Company's Remedies: Upon the occurrence of an Event of Default, and without prejudice to any other rights or remedies available under law or these General Terms or any associated agreement, the Company shall be entitled to:

- i. **Suspend Services:** Immediately suspend the provision of any or all services to the Customer without notice;
- ii. **Terminate Agreement:** Terminate these General Terms and any associated Rate Offer or agreement with immediate effect by providing written notice to the Customer; and
- iii. **Claim Damages:** Claim full compensation for any and all losses, damages, costs, and expenses (whether direct or indirect) incurred by the Company as a result of the default. This includes, but is not limited to, the cost of damage to the Company's or third parties' property or personnel, loss of business, administrative costs, and legal fees.

22.3 No Waiver: Any failure or delay by the Company in exercising its rights or remedies under this Clause shall not constitute a waiver of such rights or remedies.

23. ASYAD PORTS AND FREE ZONES LLC EXCLUSIVE RIGHT

Notwithstanding any arbitration agreement or dispute resolution provision applicable between the parties, the Company shall be entitled, at its option, to commence and pursue proceedings before the courts of the Sultanate of Oman for (i) recovery of any sums due to the Company, (ii) enforcement of any lien, security interest or right of detention or sale, and/or (iii) interim, conservatory or injunctive relief. Any other dispute shall be resolved in accordance with the applicable dispute resolution provision.